

**UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION V**

IN THE MATTER OF:	)	Docket No. V-W- '91 -C- 124
)	
Universal Liquidators Site	)	ADMINISTRATIVE ORDER BY
	)	CONSENT PURSUANT TO
	)	SECTION 106 OF THE
	)	COMPREHENSIVE
Respondent:	)	ENVIRONMENTAL RESPONSE,
	)	COMPENSATION, AND
	)	LIABILITY ACT OF 1980
Carter Companies	)	as amended, 42 U.S.C.
	)	Section 9606(a)
)	

PREAMBLE

The United States Environmental Protection Agency (U.S. EPA) and the Respondent have agreed to the making and entry of this Order by Consent.

It is issued pursuant to the authority vested in the President of the United States by Sections 106(a) and 122 of the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. Section 9606(a), as amended by the Superfund Amendments and Reauthorization Act of 1986 Pub. L. 99-499 (CERCLA), and delegated to the Administrator of the U.S. EPA by Executive Order No. 12580, January 23, 1987, 52 Federal Register 2923, and further delegated to the Assistant Administrator for Solid Waste and Emergency Response and the Regional Administrators by U.S. EPA Delegation Nos. 14-14, 14-14-C and 14-14-D, and to the Director, Waste Management Division, Region V, by Regional Delegation Nos. 14-14-A, 14-14-C and 14-14-D.

A copy of this Order will also be provided to the State of Ohio, which has been notified of the issuance of this Order as required by Section 106(a) of CERCLA, 42 U.S.C. Section 9606(a).

This Order requires the Respondent to undertake and complete emergency removal activities to abate conditions which may present an imminent and substantial endangerment to the public health or welfare or the environment because of an actual or threatened release of hazardous substances at the site.

FINDINGS

Based on available information, including the Administrative Record in this matter, U.S. EPA hereby finds:

1. The Universal Liquidators Site is located at 4975 Hendron Road, Groveport, Ohio.
2. The property occupied by the Universal Liquidators Site is owned by Carter Companies.
3. Universal Liquidators has leased the Universal Liquidators Site and operated a liquidation business thereon since 1986.
4. In July, 1988, the Ohio Environmental Protection Agency (OEPA) became aware that a semitrailer loaded with four transformers and some drums containing polychlorinated biphenol (PCB) oil was being stored on the Universal Liquidators Site.
5. OEPA investigated the Universal Liquidators Site in February of 1989 and discovered that PCB oil had leaked from the transformers and had visibly stained an area of soil beneath the trailer. A soil sample obtained from the area of suspected contamination contained 260,000 ppm PCB.
6. Further investigation of the site by OEPA in May 1990 revealed that over four hundred drums containing unknown materials are being stored on the site. At least one of the drums has leaked an oily material onto the floor of one of the storage buildings on site. Sampling has also revealed PCB contamination of concrete flooring inside the storage buildings.
7. At least 80 of the drums being stored on site are believed to contain hazardous substances. The only drum which has been sampled to date contains pure PCB Arochlor-1254. Some drums appear to be in deteriorating condition.
8. During its first site visit, a Technical Assistance Team (TAT) member observed workers removing property from one of the buildings disregarding banner tape which had been placed on the building by OEPA to mark an area of contamination. The workers used no personal protective measures and made no effort to evaluate contamination of or decontaminate the merchandise taken from the building. On its second visit, TAT observed a break in the chain link fence surrounding the site and truck tire tracks passing through a break in the fence.
9. A large quantity of combustible materials including bales of clothing, wooden furniture, and drums of hazardous oils and

greases are being stored on-site. It is likely that hazardous substances would be violently released in the event of a fire.

DETERMINATIONS

Based on the foregoing Findings, U.S. EPA has determined that:

1. Universal Liquidators Site is a "facility" as defined by Section 101(9) of CERCLA, 42 U.S.C. Section 9601(9).
2. Respondent is a "person" as defined by Section 101(21) of CERCLA, 42 U.S.C. Section 9601(21).
3. Respondent arranged for disposal or transport for disposal of hazardous substances at the Universal Liquidators Site facility, or is a past or present owner or operator of the facility. Respondent is therefore a liable person under Section 107(a) of CERCLA, 42 U.S.C. Section 9607(a).
4. Polychlorinated Biphenols are "hazardous substances" as defined by Section 101(14) of CERCLA, 42 U.S.C. Section 9601(14).
5. The presence of leaking PCB transformers in an unsecured area constitutes an actual or threatened "release" as that term is defined in Section 101(22) of CERCLA, 42 U.S.C. Section 9601(22).
6. The actual or threatened release of hazardous substances from the Facility may present an imminent and substantial endangerment to the public health, welfare, or the environment.
7. The actions required by this Order, if properly performed, are consistent with the National Contingency Plan (NCP), 40 CFR Part 300, as amended, and CERCLA; and are reasonable and necessary to protect the public health, welfare and the environment because of the following factors:
 - a. **actual or potential exposure to nearby human populations, animals, or the food chain from hazardous substances, pollutants or contaminants;**

This factor is present at the Facility due to the existence of PCB soil contamination up to 260,000 ppm within the 10 feet by 20 feet spill area and in other areas of the site. This contamination poses a direct contact exposure threat to humans and animals traversing the site. Although the site is secured by a fence and locked gate, adequate measures have not yet been taken to identify and restrict access of

various company employees to contaminated areas. In addition, there is evidence of trespassing by unauthorized persons.

PCBs are very persistent in the environment. They are able to be taken in by ingestion and by absorption, and they tend to accumulate within the body.

b. actual or potential contamination of drinking water supplies or sensitive ecosystems;

This factor is present at the Facility due to the existence of PCBs which have been released. In addition, at least 80 of the drums on site are believed to contain hazardous materials. Many of these drums have failed or are likely to fail because of their deteriorating condition or possible mishandling.

c. hazardous substances or pollutants or contaminants in drums, barrels, tanks, or other bulk storage containers, that may pose a threat of release;

This factor is present at the Facility due to the existence of over 400 drums, of which at least 80 drums contain hazardous materials. One drum has been documented to contain pure arochlor-1254, a PCB compound. Other drums contain chlorinated solvents. Some of the drums are stored outside without regard to weather extremes.

d. high levels of hazardous substances or pollutants or contaminants in soils largely at or near the surface, that may migrate;

This factor is present at the Facility due to the existence of PCBs which have leaked from the transformers in the semitrailer onto the surrounding soils.

e. threat of fire or explosion;

This factor is present at the Facility due to the existence of large quantities of combustible materials including bales of clothing, wooden furniture and drums of oils and greases which are being stored on-site. It is likely that the hazardous substances stored in drums would be violently released in the event of a fire.

- g. other situations or factors which may pose threats to public health or welfare or the environment.

This factor is present at the Facility due to the existence of the possibility that in the event of a fire, toxic combustion products such as carbon monoxide, hydrogen chloride, and phosgene may be produced. A release of these combustion products would affect workers and residents of the 25 homes and businesses located within 1/4 mile of the property.

ORDER

Based upon the foregoing Findings and Determinations, and pursuant to Section 106(a) of CERCLA, 42 U.S.C. Section 9606(a), it is hereby ordered and agreed that Respondent will undertake the following actions at the Facility:

1. Within seven (7) business days after the effective date of this Order, the Respondent shall submit to U.S. EPA for approval, a Work Plan for the removal activities ordered as set forth in Paragraph 4 below. The Work Plan shall provide a concise description of the activities to be conducted to comply with the requirements of this Order. The Work Plan shall be reviewed by U.S. EPA, which may approve, disapprove, require revisions, or modify the Work Plan. Respondent shall implement the Work Plan as finally approved by U.S. EPA, including any modifications. Once approved, the Work Plan shall be deemed to be incorporated into and made a fully enforceable part of this Order.
2. The Work Plan shall contain a site safety and health plan, a sampling and analysis plan, and a schedule of the work to be performed. The site safety and health plan shall be prepared in accordance with the Occupational Safety and Health Administration (OSHA) regulations applicable to Hazardous Waste Operations and Emergency Response, 29 CFR Part 1910. The Work Plan and other submitted documents shall demonstrate that the Respondent can properly conduct the actions required by this Order.
3. Respondent shall retain a contractor qualified to undertake and complete the requirements of this Order, and shall notify U.S. EPA of the name of such contractor within three (3) business days of the effective date of this Order. U.S. EPA retains the right to disapprove of any, or all, of the contractors and/or subcontractors retained by the Respondent. In the event U.S. EPA disapproves of a selected contractor, Respondent shall retain a different contractor to perform the work, and such selection shall be made within two (2) business days following U.S. EPA's disapproval.

4. Within seven (7) calendar days after U.S. EPA approval of the Work Plan, Respondent shall implement the Work Plan as approved or modified by U.S. EPA. Failure of the Respondent to properly implement all aspects of the Work Plan shall be deemed to be a violation of the terms of this Order. The Work Plan shall require the Respondent to perform, and complete within one hundred eighty (180) calendar days after approval, at a minimum, the following removal activities:
 - a. Establish site security;
 - b. Develop and implement a site Health and Safety Plan;
 - c. Sample, transport and dispose of all drums containing hazardous substances at a RCRA approved facility; and,
 - d. Excavate, sample, transport and dispose of all contaminated soils at the site at a RCRA approved facility.
5. All materials removed from the Universal Liquidators Facility shall be disposed of or treated at a facility approved by the On-Scene Coordinator and in accordance with the Resource Conservation and Recovery Act of 1976 (RCRA), 42 U.S.C. Section 6901, et seq., as amended, the U.S. EPA Revised Off-Site Policy, and all other applicable Federal, State, and local requirements.
6. On or before the effective date of this Order, the Respondent shall designate a Project Coordinator. The U.S. EPA has designated Robert Bowlus, of the Emergency and Enforcement Response Branch, Response Section I, as its On-Scene Coordinator. The On-Scene Coordinator and the Project Coordinator shall be responsible for overseeing the implementation of this Order. To the maximum extent possible, communication between the Respondent and the U.S. EPA, and all documents, reports and approvals, and all other correspondence concerning the activities relevant to this Order, shall be directed through the On-Scene Coordinator and the Project Coordinator. During implementation of the Work Plan, the OSC and the Project Coordinator shall, whenever possible, operate by consensus, and shall attempt in good faith to resolve disputes informally through discussion of the issues.
7. The U.S. EPA and the Respondent shall each have the right to change their respective designated On-Scene Coordinator or Project Coordinator. U.S. EPA shall notify the Respondent, and Respondent shall notify U.S. EPA, as early as possible before such a change is made. Notification may initially be verbal, but shall promptly be reduced to writing.

8. The U.S. EPA On-Scene Coordinator shall have the authority vested in an On-Scene Coordinator by the NCP, 40 CFR Part 300, as amended, including the authority to halt, conduct, or direct any work required by this Order, or to direct any other response action undertaken by U.S. EPA or the Respondent at the facility.
9. No extensions to the time frames in this Order shall be granted without sufficient cause. All extensions must be requested, in writing, and shall not be deemed accepted unless approved, in writing, by U.S. EPA.
10. This Order and all instructions by the U.S. EPA On-Scene Coordinator or designated alternate that are consistent with the National Contingency Plan and this Order shall be binding upon the Respondent, and the employees, agents, contractors, successors and assigns of the Respondent. Respondent is jointly and severally responsible for carrying out all actions required by this Order.
11. To the extent that the Facility or other areas where work under this Order is to be performed is owned by, or in possession of, someone other than the Respondent, Respondent shall attempt to obtain all necessary access agreements. In the event that after using its best efforts Respondent is unable to obtain such agreements, Respondent shall immediately notify U.S. EPA and U.S. EPA may then assist Respondent in gaining access, to the extent necessary to effectuate the response activities described herein, using such means as it deems appropriate. Respondent shall reimburse U.S. EPA for all attorneys' fees and court costs it incurs in assisting Respondent to obtain access.
12. Respondent shall provide access to the Facility to U.S. EPA employees, and U.S. EPA-authorized contractors, agents, and consultants at anytime, and shall permit such persons to be present and move freely in the area in order to conduct inspections, including taking photographs and videotapes of the Facility, to do cleanup/stabilization work, to take samples, to monitor the work under this Order, and to conduct other activities which the U.S. EPA determines to be necessary.
13. This Order shall be effective on the date of signature by the Director, Waste Management Division.
14. Respondent shall provide a written monthly progress report to the On-Scene Coordinator regarding the actions and activities undertaken under this Order. At a minimum, these progress reports shall describe the actions that have been taken to comply with this Order, including all results of sampling and tests received or prepared by the Respondent

and shall describe all significant work items planned for the next month.

15. Respondent agrees to retain for six years following completion of the activities required by this Order copies of all records, files and data relating to hazardous substances found on the site, or related to the activities undertaken pursuant to this Order, whether or not those documents were created pursuant to this Order. Respondent shall acquire and retain copies of all documents relating to the site that are in the possession of their contractors, agents and employees. Respondent shall notify U.S. EPA at least sixty (60) calendar days before any documents retained under this paragraph are to be destroyed. The documents retained under this paragraph shall be made available to the U.S. EPA upon request.
16. Respondent shall pay all past costs and oversight costs of the United States related to the Universal Liquidators Site which are not inconsistent with the National Contingency Plan. The United States shall submit an itemized cost statement entitled "Itemized Cost Summary" to Respondent annually or, if sooner, not less than 60 calendar days after submission of the Final Report provided for in Paragraph 24 of this Order. Payments shall be made within 60 calendar days of Respondent's receipt of the cost statement. Payments shall be made to the EPA Hazardous Substances Superfund delivered to the U.S. EPA, Attn: Superfund Accounting, P.O. Box 70753, Chicago, Illinois 60673, in the form of a certified or cashier's check payable to "EPA Hazardous Substances Superfund." The face of the check should note that the payment is for the Universal Liquidators Site, Superfund Site Identification Number KZ. Respondent is jointly and severally liable for payment of the full amount due under this Order. A copy of the check(s) submitted must be sent simultaneously to the U.S. EPA representatives indicated in paragraph 17 below.
17. A notice, document, information, report, plan, approval, disapproval or other correspondence required to be submitted from one party to another under the Order shall be deemed submitted either when hand delivered or as of the date of receipt by certified mail, return receipt requested.

Submissions to the Respondent shall be submitted to:

Mr. John Daily
Daily, Codrea & Sager
500 Courtyard Square
80 South Summit Street
Akron, Ohio 44308

and

Mr. Neil Sackett or Mr. Don Morris
Carter Companies
601 Tallmadge Road
Kent, Ohio 44240

Submissions to the U.S. EPA shall be submitted to:

Robert Bowlus
On-Scene Coordinator
Response Section I (5HSGI)
U.S. Environmental Protection Agency
9311 Groh Road
Grosse Ile, Michigan 48138-1697

and

Lynnette L. Lupia
Assistant Regional Counsel (5CS-TUB-4)
U.S. Environmental Protection Agency
230 South Dearborn
Chicago, Illinois 60604

18. If any provision of this Order is deemed invalid or unenforceable, the remainder of this Order shall remain in full force and effect.

STIPULATED PENALTIES

19. For each day the Respondent fails to meet the deadlines set forth in the Consent Order and workplan, Respondent shall be liable as follows:
 - a. For failure to submit the Work Plan pursuant to Paragraph 1, at the time required under the terms of this Consent Order: Five Thousand Dollars (\$5,000) per day for the first one to (1) to seven (7) days of delay, and Fifteen Thousand Dollars (\$15,000) per day for each day of delay, or part thereof, thereafter;
 - b. For failure to commence and perform work described in this Consent Order and the U.S. EPA approved Work Plan within the time frames required by these documents: Five Thousand Dollars (\$5,000) per day for the first one (1) to seven (7) days of delay, and Fifteen Thousand Dollars (\$15,000) per day of delay, or part thereof, thereafter.
20. All penalties which accrue pursuant to the requirements of this Order shall be paid within ten (10) calendar days of written demand by U.S. EPA. Payment shall be made to the

EPA Hazardous Substances Superfund delivered to the U.S. EPA, Attn: Superfund Accounting, P.O. Box 70753, Chicago, Illinois 60673, in the form of a certified or cashier's check payable to "EPA Hazardous Substances Superfund." The face of the check should note that the payment is for the Universal Liquidators Site.

21. Pursuant to 31 U.S.C. Section 3717, interest shall accrue on any amount of overdue stipulated penalties at a rate established by the United States Treasury. Stipulated penalties shall accrue, but need not be paid, during any dispute resolution period concerning the particular penalties at issue. If Respondent prevails upon resolution, Respondent shall pay only such penalties as the resolution requires.
22. Payment of Stipulated Penalties will not relieve Respondent from complying with the terms of this Consent Order. U.S. EPA retains the right to seek any remedies or sanctions available to U.S. EPA by reason of Respondent's noncompliance with the provisions of this Consent Order that are not otherwise expressly limited by these Stipulated Penalty provisions.

PENALTIES FOR NONCOMPLIANCE

23. Respondent is advised pursuant to Section 106(b) of CERCLA, 42 U.S.C. Section 9606(b), that violation or subsequent failure or refusal to comply with this Order and any Work Plan approved under this Order, or any portion thereof, may subject the Respondent to a civil penalty of no more than \$25,000 per day for each day in which such violation occurs, or such failure to comply continues. In addition, failure to properly provide removal action upon the terms of this order, or other subsequent orders issued by U.S. EPA, may result in liability for punitive damages pursuant to Section 107(c)(3) of CERCLA, 42 U.S.C Section 9607(c)(3).

TERMINATION AND SATISFACTION

24. The Respondent shall submit a final report summarizing the actions taken to comply with this Order. The report shall contain, at a minimum: identification of the facility, a description of the locations and types of hazardous substances encountered at the facility upon the initiation of work performed under this Order, a chronology and description of the actions performed (including both the organization and implementation of response activities), a listing of the resources committed to perform the work under this Order (including financial, personnel, mechanical and technological resources), identification of all items that affected the actions performed under the Order and

discussion of how all problems were resolved, a listing of quantities and types of materials removed, a discussion of removal and disposal options considered for those materials, a listing of the ultimate destination of those materials, and a presentation of the analytical results of all sampling and analyses performed and accompanying appendices containing all relevant paperwork accrued during the action (e.g., manifests, invoices, bills, contracts, permits). The final report shall also include an affidavit from a person who supervised or directed the preparation of that report. The affidavit shall certify under penalty of law that based on personal knowledge and appropriate inquiries of all other persons involved in preparation of the report, the information submitted is true, accurate and complete to the best of the affiant's knowledge and belief. The report shall be submitted within sixty (60) calendar days of completion of the work required by the U.S. EPA.

25. The provisions of this Order shall be deemed satisfied upon payment by Respondent of all sums due under the terms of this Order and upon the Respondent's receipt of written notice from U.S. EPA that the Respondent has demonstrated, to the satisfaction of U.S. EPA, that all of the terms of this Order, including any additional tasks consistent with this Consent Order which U.S. EPA has determined to be necessary, have been completed.

INDEMNIFICATION

26. The Respondent agrees to indemnify and save and hold harmless the United States Government, its agencies, department, agents, and employees, from any and all claims or causes of action arising from, or on account of, acts or omissions of the Respondent, its officers, employees, receivers, trustees, agents, successors or assigns, in carrying out the activities pursuant to this Order. The United States Government shall not be held as a party to any contract entered into by the Respondent in carrying out activities under this Order.

RESERVATION OF RIGHTS

27. This Order is not intended for the benefit of any third party and may not be enforced by any third party.
28. The U.S. EPA and the Respondent reserve all rights, claims, demands, and defenses, including defenses and denials of and to all determinations and findings, that they may have as to each other except as otherwise provided in this Order pursuant to any available legal authority. Nothing in this Order shall expand the Respondent's ability to obtain preenforcement review of U.S. EPA actions. Notwithstanding

any reservation of rights, Respondent agrees to comply with the terms and conditions of this Order and consent to the jurisdiction of the U.S. EPA to enter into and enforce this Order.

29. Nothing herein is intended to release, discharge, limit or in any way affect any claim, causes of action or demands in law or equity which the parties may have against any persons, firm, trust, joint venture, partnership, corporation, or other entity not a party to this Order for any liability it may have arising out of, or relating in any way to, the generation, storage, treatment, handling, transportation, disposal, release or threat of release of any hazardous substance, hazardous waste, contaminant or pollutant at or from the site. The parties to this Order hereby expressly reserve all rights, claims, demands and causes of action they may have against any and all other persons and entities who are not parties to this Order.
30. Nothing herein shall be construed: 1) to prevent U.S. EPA from exercising its right to disapprove of work performed by the Respondent; 2) to prevent U.S. EPA from seeking legal or equitable relief to enforce the terms of this order; 3) to prevent U.S. EPA from taking other legal or equitable action not inconsistent with the Covenant Not To Sue in paragraphs 41 through 43 of this Order; 4) to prevent U.S. EPA from requiring the Respondent in the future to perform additional activities pursuant to CERCLA, 42 U.S.C. Section 9601 et seq., or any other applicable law; or 5) to prevent U.S. EPA from undertaking response actions at the site.

FORCE MAJEURE

31. The Respondent shall cause all work to be performed within the time limits set forth herein and in the approved Work Plan, unless performance is delayed by "force majeure". For purposes of this Order, "force majeure" shall mean an event arising from causes entirely beyond the control of the Respondent and its contractors which delays or prevents the performance of any obligation required by this Order. Increases in costs, financial difficulty, normal inclement weather, and delays encountered by the Respondent in securing any required permits or approvals are examples of events that are not considered to be beyond the control of the Respondent.
32. Respondent shall notify the OSC within 24 hours after Respondent becomes aware of any event which Respondent contend constitutes a force majeure, with subsequent written notice within seven (7) calendar days of the event. Such written notice shall describe: 1) the nature of the delay, 2) the cause of the delay, 3) the expected duration of the

delay, including any demobilization and remobilization resulting from the delay, 4) the actions which will be taken to prevent or mitigate further delay, and 5) the timetable by which the actions to mitigate the delay will be taken. Respondent shall implement all reasonable measures to avoid and/or minimize such delays. Failure to comply with the notice provision of this paragraph shall be grounds for U.S. EPA to deny Respondent an extension of time for performance. The Respondent shall have the burden of demonstrating by a preponderance of the evidence that the event is a force majeure, that the delay is warranted under the circumstances, and that best efforts were exercised to avoid and mitigate the effects of the delay. If U.S. EPA determines a delay is or was attributable to a force majeure, the time period for performance under this Order shall be extended as deemed necessary by the OSC to allow performance.

DISPUTE RESOLUTION

33. The Parties to this Order on Consent shall attempt to resolve expeditiously and informally any disagreements concerning implementation of this Order on Consent or any Work required hereunder.
34. In the event that any dispute arising under this Order on Consent is not resolved expeditiously through informal means, any party desiring dispute resolution under this Section shall give prompt written notice to the other parties to the Order.
35. Within ten (10) calendar days of the service of notice of dispute pursuant to Paragraph 34 above, the party who gave notice shall serve on the other parties to this Order a written statement of the issues in dispute, the relevant facts upon which the dispute is based, and factual data, analysis or opinion supporting its position, and all supporting documentation on which such party relies (hereinafter the "Statement of Position"). The opposing parties shall serve their Statement of Position, including supporting documentation, no later than ten (10) calendar days after receipt of the complaining party's Statement of Position. In the event that these 10-day time periods for exchange of Statements of Position may cause a delay in the work, they shall be shortened upon and in accordance with notice by U.S. EPA.
36. An administrative record of any dispute under this Section shall be maintained by U.S. EPA. The record shall include the written notification of such dispute, and the Statements of Position served pursuant to the preceding paragraphs.

37. Upon review of the administrative record, the Director of the Waste Management Division, U.S. EPA, Region V, shall resolve the dispute consistent with the NCP and the terms of this Order.

NON-ADMISSION

38. The consent of the Respondent to the terms of this Order shall not constitute or be construed as an admission of liability or of U.S. EPA's findings or determinations contained in this Order in any proceeding other than a proceeding to enforce the terms of this Order.

CERCLA FUNDING

39. The Respondent waives any claims or demands for compensation or payment under Sections 106(b), 111 and 112 of CERCLA against the United States or the Hazardous Substance Superfund established by 26 U.S.C. §9507 for, or arising out of, any activity performed or expenses incurred pursuant to this Consent Order.
40. This Consent Order does not constitute any decision on preauthorization of funds under Section 111(a)(2) of CERCLA.

COVENANT NOT TO SUE

41. Upon termination and satisfaction of this Administrative Order pursuant to its terms, for and in consideration of the complete and timely performance by Respondent of the obligations agreed to in this Order, U.S. EPA hereby covenants not to sue Respondent for judicial imposition of damages or civil penalties for any failure to perform obligations agreed to in this Order except as otherwise reserved herein.
42. Performance of the terms of this Order resolves and satisfies the liability of the Respondent to U.S. EPA for work satisfactorily performed under this Order. U.S. EPA recognizes that, pursuant to Section 113 of CERCLA, the Respondent, upon having resolved its liability with the U.S. EPA for the matters expressly covered by this Order, shall not be liable for claims for contribution regarding matters addressed in this Order. Nothing in this Order precludes the Respondent from asserting any claims, causes of action or demands against potentially responsible parties (PRPs) who are not parties to this Order for indemnification, contribution, or cost recovery.
43. In consideration of the actions to be performed by the Respondent under this Order, the U.S. EPA covenants not to sue the Respondent, its successors or assigns for any and

all claims which are available to the U.S. as against the Respondent under Sections 106 and 107 of CERCLA concerning all matters satisfactorily performed.

SUBSEQUENT AMENDMENT

44. This Consent Order may be amended by mutual agreement of U.S. EPA and the Respondent. Any amendment of this Consent Order shall be in writing, signed by U.S. EPA and the Respondent and shall have as the effective date, that date on which such amendment is signed by U.S. EPA.

SIGNATORIES


Each undersigned representative of a signatory to this Administrative Order on Consent certifies that he or she is fully authorized to enter into the terms and conditions of this Order and to bind such signatory, its directors, officers, employees, agents, successors and assigns, to this document.

Agreed this 27 day of Sept., 1991.

By 

The above being agreed and consented to, it is so ORDERED
this 30th day of September, 1991.

By 

 David A. Ullrich, Director
Waste Management Division
U.S. Environmental Protection Agency
Region V, Complainant